

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <b>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30.</b>			1. REQUISITION NUMBER A2466775R	PAGES 1 OF (1) PAGE(S)
2. CONTRACT NO. GS08T13BPC0001	3. AWARD/EFFECTIVE DATE 05/31/2013	4. ORDER NUMBER	5. SOLICITATION NUMBER ID08130016	6. SOLICITATION ISSUE DATE 2013-04-05
7. FOR SOLICITATION INFORMATION CALL:	a. NAME Stephen Nichols		b. TELEPHONE NUMBER (No Collect Calls) 303-236-7338	8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY GSA Region 8 Stephen P Nichols PO Box 25526 Denver, CO 80225 United States (303) 236-7338		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: 100 % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> 8(A) NAICS: SIC: 561612 SIZE STANDARD: \$19M	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED Destination	12. DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS
			<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
			13b. RATING	
			14. METHOD OF SOLICITATION RFP	
15. DELIVER TO Manuel Rivera 5955 Zeamer Ave. Joint Base Elmendorf Richardso, AK 99506 United States (907) 580-6134		16. ADMINISTERED BY Stephen P Nichols (303) 236-7338		
17a. CONTRACTOR/ OFFEROR Dan Walker AMERICAN EAGLE PROTECTIVE SERVICES CORPORATION 7700 CHEVY CHASE DR STE 230 Austin, TX 78752 United States (512) 380-9700		18a. PAYMENT WILL BE MADE BY Finance Operations and Disbursement Branch (BCEB) 299X PO Box 219434 Kansas City, MO 641219434 United States		
17b. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED		

19. ITEM NO	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
ITEM NO.	TASK ITEM DESCRIPTION		PREVIOUS MOD AMT	MOD CHANGE AMT	NEW MOD AMT
0001	MDG Security Services		\$0.00	\$301,399.70	\$301,399.70

A. This contract is in accordance with the terms and conditions, performance work statement, and clauses of the solicitation, dated April 15, 2013, for non personal hospital security services for Joint Base Elmendorf-Richardson Base in Alaska. In accordance with the Small Business Administration (SBA) and GSA memorandum of understanding, even though SBA may not be identified as the contractor in the contract, it is still the prime contractor on this contract.

B. The following items are hereby incorporated by reference into contract # GS08T13BPC0001:

a. The American Eagle Protective Services Corporation price proposal and revision with final submitted May 17, 2013 are incorporated by reference.

b. The American Eagle Protective Services Corporation technical proposal and revision with final submitted on April 22, 2013 are incorporated by reference.

C. The Period of Performance for this contract is June 1, 2013 through September 30, 2013, with four one-year option periods. CLINs 0001 to 0003 are obligated in the amount of \$301,399.70 for the base year.

25. ACCOUNTING AND APPROPRIATION DATA

299X.A08VE110.F6.25.C01.H08...

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

\$301,399.70

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 ARE ATTACHED. ADDENDA ATTACHED.

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ATTACHED.

28. CONTRACTOR IS NOT REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE.

☐ CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER DATE . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

(b) (6)

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Stephen P Nichols

(b) (6)

Stephen P. Nichols  
2013.05.31 15:45:47 -06'00'

30b. NAME AND TITLE OF SIGNER (Type or print) Dan Walker

30c. DATE SIGNED  
5/31/13

31b. NAME OF CONTRACTING OFFICER (Type or print)  
Stephen P Nichols  
(303) 236-7338

31c. DATE SIGNED  
2013-05-31

32a. QUANTITY IN COLUMN 21 HAS BEEN

32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER

35. AMOUNT

36. PAYMENT

	NUMBER	VERIFIED CORRECT FOR		
37. CHECK NUMBER		38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY ( <i>Print</i> )		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER GSA Finance Customer Support 816-926-7287	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )		
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS	
AUTHORIZED FOR LOCAL REPRODUCTION		SEE REVERSE SIDE FOR OMB CONTROL NUMBER AND PAPERWORK BURDEN STATEMENT	<b>STANDARD FORM 1449</b> (REV. 4-2002) Prescribed by GSA - FAR (48 CFR) 53.212	

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF <b>2</b>			
2. CONTRACT NO.  TBD		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER  ID08130016			
7. FOR SOLICITATION INFORMATION CALL:		a. NAME  Stephen P. Nichols		b. TELEPHONE NUMBER (No collect calls)  303-236-7338		6. SOLICITATION ISSUE DATE  04/15/2013			
8. OFFER DUE DATE/ LOCAL TIME  04/22/2013		9. ISSUED BY  General Services Administration, Region 8 / FAS 1 Denver Federal Center, Gate 2, Bldg. 41, Rm 200 P.O. Box 22526 Denver, CO 80225-0526		10. THIS ACQUISITION IS  <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 561612 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8 (A) <input type="checkbox"/> 8 (B) <input type="checkbox"/> 8 (C) <input type="checkbox"/> 8 (D) <input type="checkbox"/> 8 (E) <input type="checkbox"/> 8 (F) <input type="checkbox"/> 8 (G) <input type="checkbox"/> 8 (H) <input type="checkbox"/> 8 (I) <input type="checkbox"/> 8 (J) <input type="checkbox"/> 8 (K) <input type="checkbox"/> 8 (L) <input type="checkbox"/> 8 (M) <input type="checkbox"/> 8 (N) <input type="checkbox"/> 8 (O) <input type="checkbox"/> 8 (P) <input type="checkbox"/> 8 (Q) <input 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type="checkbox"/> 8 (ZY) <input type="checkbox"/> 8 (ZZ)		13b. RATING		14. METHOD OF SOLICITATION  <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		14. METHOD OF SOLICITATION  <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
15. DELIVER TO  673 Medical Group Joint Base Elmendorf-Richardson Alaska		16. ADMINISTERED BY  See box 9.		17a. CONTRACTOR/ OFFEROR  American Eagle Protective Services Corporation 7700 Chevy Chase Drive, Ste 230 Austin, Texas 78752-1562		18a. PAYMENT WILL BE MADE BY  General Services Administration PO Box 219434 Kansas City, MO 64121-9434 United States			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED		19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			
21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT			
See CLIN detail below.									
(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only)		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. AEPS OFFER DATED 04/22/2013. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		30a. SIGNATURE OF OFFEROR/CONTRACTOR  Dan Walker, Vice President		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED			
(b) (6)		5/23/13		Stephen P. Nichols 2013.05.31 15:49:41 -06'00'					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Base PoP – Award – 9/30/13				
Base	CLIN 0001 Labor	4	MO	\$66,387.89	\$265,551.54
Base	CLIN 0002 Equipment/Uniforms/Vehicle	1	LOT	\$18,704.32	\$18,704.32
Base	CLIN 0003 Phase In	1	LOT	\$17,143.84	\$17,143.84
	Total:				\$301,399.70
	Option Year 1 PoP – 10/1/13 – 9/30/14				
Option 1	CLIN 1001 Labor				
Option 1	CLIN 1002 Equipment/Uniforms/Vehicle	12	MO	\$63,631.83	\$763,581.98
	Total:	1	LOT	\$15,669.14	\$15,669.14
					\$779,251.12
	Option Year 2 PoP – 10/1/14 – 9/30/15				
Option 2	CLIN 2001 Labor				
Option 2	CLIN 2002 Equipment/Uniforms/Vehicle	12	MO	\$63,240.13	\$758,881.52
	Total:	1	LOT	\$15,982.52	\$15,982.52
					\$774,864.04
	Option Year 3 PoP – 10/1/15 – 9/30/16				
Option 3	CLIN 3001 Labor				
Option 3	CLIN 3002 Equipment/Uniforms/Vehicle	12	MO	\$63,581.66	\$762,979.91
	Total:	1	LOT	\$16,302.17	\$16,302.17
					\$779,282.08
	Option Year 4 PoP – 10/1/16 – 9/30/17				
Option 4	CLIN 4001 Labor				
Option 4	CLIN 4002 Equipment/Uniforms/Vehicle	12	MO	\$63,483.56	\$761,802.68
	Total:	1	LOT	\$16,628.21	\$16,628.21
					\$778,430.89
	Total:				\$3,413,227.83

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED

INSPECTED

ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED  
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL

FINAL

COMPLETE

PARTIAL

FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (Print)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (Location)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS



CONTRACT

GSA Project Number ID08130016

Hospital Security Services

LOCATED AT

United States Air Force Base,  
Joint Base Elmendorf - Richardson  
Alaska

Proposal Requested by  
U.S. General Services Administration  
Federal Acquisition Service, Office of Assisted Acquisitions  
Denver Federal Center, P.O. Box 25526  
Building 41, Room 200, Denver, CO 80225  
Rocky Mountain Region

Award Date: May 29, 2013

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## **GENERAL**

The following contract is being issued in accordance with FAR Part 19 and FAR Part 12. The Government is awarding a Firm Fixed Price performance based contract for Hospital Security Services in support of the U.S. Air Force Base Joint Base Elmendorf/Richardson (JBER) located in Alaska. The performance period to complete tasks outlined in the Performance Work Statement (PWS) is for a Base Period from the date of award (including transition time) through September 30, 2013 with four (4) one year options.

Services to be provided are outlined in the attached Performance Work Statement of this contract and shall be in accordance FAR Part 19 and FAR Part 12.

## **SERVICES AND PRICE**

The Contractor will provide all non-personal services to include all materials, supplies, supervision, labor, and equipment except that specified herein as Government-furnished equipment to provide Hospital Security Services.

### **Labor**

Awarded proposal included applicable labor categories, hours, and rates to support the requirements contained within this contract. The Service Contract Act applies to this requirement per attached wage determination WD 05-2017 (Rev.-16) dated 6/19/2012.

The awarded vendor proposed approved, fully burdened labor categories and rates to successfully accomplish the requirements of this contract. Labor was proposed at Firm Fixed prices.

Transition time will include the time of award (estimated to be on or about May 29, 2013) through the period of performance start date of June 1, 2013. During this time, costs by the contractor may be incurred. These costs are outlined in the contractor's proposal and included on CLIN 003 for the base period only as a one-time cost.

### **Duty Hours**

Normal duty hours shall be established by the Contractor in accordance with PWS requirements in order to ensure successful performance.

### **Federal Holidays**

Government observed holidays are listed below and shall be included in the number of negotiated awarded labor hours.

New Years Day	Labor Day
Martin Luther King Jr. Birthday	Columbus Day
President's Day	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

### **Materials – Uniform Equipment / Vehicles**

The awarded vendor proposed materials, equipment, uniforms and vehicle(s) to support the requirements contained in the PWS.

## **GOVERNMENT CONTRACT MANAGEMENT AND ADMINISTRATION**

### **Correspondence**

All data and correspondence submitted to the CO and/or the COR shall reference the contract number and the name of the Contract Specialist and/or COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contract Specialist (CS) and the CO.

#### Contracting Officer

Stephen P. Nichols

Electronic Mail: [stephen.nichols@gsa.gov](mailto:stephen.nichols@gsa.gov)

#### Contract Specialist

Kortni Nevins (Contractor)

Electronic Mail: [kortni.nevins@gsa.gov](mailto:kortni.nevins@gsa.gov)

### **Contracting Officers Representative (COR)**

The COR is responsible for monitoring performance for the client agency and supporting the GSA Contracting Officer. The COR has no express or apparent authority under the contract to make commitments for the Government or authorize changes to their contract or contract terms and conditions. The COR will be designated in writing after award.

## **PERFORMANCE WORK STATEMENT**

See Attachment A.

## **GENERAL REQUIREMENTS**

### **ITSS Registration**

The successful Offeror will be contacted by GSA Federal Acquisition Services (FAS) Program Manager and instructed to register in the IT Solutions Shop (ITSS) website. When registering in ITSS, the Contractor's address to be entered is the address associated with the DUNS Number the Contractor used when registering on the Central Contractor's Registry (CCR). Award will not be made until the Contractor is successfully registered in ITSS.

Contractors can register in ITSS by following the link <https://portal.fas.gsa.gov> and selecting "Registration" tab and the ITSS/GWAC MM drop down. The subsequent Pre-registration Information page will provide instructions for completing your registration. Registration of the Contractor Company will be the first step with subsequent registration of individuals with the authority to sign contract/contract actions within the system. Registration questions can be answered by contacting the ITSS help desk at 877-243-2889 and selecting option 2.

**Note:** Ensure that the company name and address associated with the DUNS number used for SAM/CCR registration is used. Should the information not match in both systems, award cannot be made.

## **Invoicing**

### **Submission**

The Contractor is required to submit invoices electronically at the following website: <https://finance3.gsa.gov/defaultexternal.asp>

This is in lieu of submission via U.S. Mail. The website provides registration/password instructions. Questions can be directed to GSA Finance Customer Support at FW- ClientServices@GSA.Gov or call (800) 676-3690.

In addition, the Contractor is required to upload a copy of its invoice, including all backup documentation into ITSS to facilitate prompt payment. ITSS is GSA FAS's business systems portal. The invoice and ITSS process/registration will be discussed in more detail at a post- award meeting.

### **Invoice Requirements**

All invoices shall identify the specific contract line item number (CLIN), description of related task as stated in the scope of work of this task order/contract, the billing rate and any applicable units executed. Invoices shall be submitted on an individual basis for requirements as defined in the SOW. Invoices that do not meet the minimum requirements shall be rejected.

(a) Invoices shall be submitted electronically only, unless otherwise specified, to the designated billing office specified in this order.

(b) Invoices must include the Accounting Control Transaction (ACT) number which will be provided at time of award.

(c) In addition to the requirements for a proper invoice specified in the payment clause (Select: 52.212-4 or other as applicable) of this contract, the following information or documentation must be submitted with each invoice:

Contract Number:	To be provided on SF1449
ACT Number:	To be provided on SF1449
ITSS Project Number:	ID08130016
ADN Number:	To be provided at award

Project Title: Joint Base Elmendorf / Richardson Hospital  
Security Services

### **Incremental Funding**

The Government, at its discretion, reserves the right to incrementally fund the Contract. If incrementally funded, the contract shall specify the total amount of the contract, the amount obligated, the estimated performance period based on the amount of obligated funds and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amount obligated. Incremental funding will be IAW FAR 52.232-18 - Availability of Funds (April 1984) and DFARS 252.232-7007 - Limitation of Government's Obligation (May 2006).

### **Organizational Conflict of Interest and Non-Disclosure Requirements**

#### **Organizational Conflict of Interest**

If the Contractor is currently providing support or anticipates providing support that creates or represents an actual or potential Organizational Conflict of Interest (OCI), the Contractor will immediately disclose this actual or potential OCI in accordance with FAR Subpart 9.5 – Organizational and Consultant Conflicts of Interest. The Contractor is also required to complete and sign an Organizational Conflict of Interest Statement in which the Contractor (and any Subcontractors, Consultants or teaming partners) agrees to disclose information concerning the actual or potential conflict with any quotation for any RFP relating to any work in the Contract. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5.

#### **Insurance**

The Contractor shall have insurance IAW FAR 52.228-5 – Insurance – Work on a Governmental Installation (Jan 1997) and GSAM 552.228-5 Government as Additional Insured (May 2009) and any Department of Labor (DOL) requirements and all Federal, State, and local laws.

#### **Unauthorized Work**

The Contractor is not authorized to commence Contract performance prior to issuance of an awarded Contract. No conversation, recommendations, or direction, whether given directly by, or implied by Government personnel, that

will affect the scope, schedule, or price of the program covered by this RFP or any resulting Contract, shall be acted upon by the Contractor unless specifically approved by the Government Contracting Officer. Unauthorized work will not be paid by the Government.

## **Government Property/Information**

### **Protection of Government Property**

The Contractor will provide protection to Government property to prevent damage during the period of time the property is under the control or possession of the Contractor. Safety requirements listed herein that do not concern the Contractor's operations or services shall be deleted as mutually agreed by the Contractor and the Contracting Officer. The Contractor will take appropriate steps to protect Government resources.

### **Transportation of Government Furnished Property**

The Contractor will be responsible for transportation of all GFP between Government site(s) or places of performance, and as necessary, the Contractor's place of performance. Pickup and delivery of all materials will be defined for each specific requirement.

### **Handling Government Furnished Information/Materials**

The Contractor will protect from unauthorized disclosure any materials or information made available by the Government, or that the Contractor has access to by virtue of the provisions of this Contract, that are not intended for public disclosure.

The material and information made available to the Contractor by the Government, or that the Contractor comes into contact with during performance of this Contract are the exclusive property of the Government. Any information or materials developed by the Contractor in performance of this Contract are also the exclusive property of the Government. Upon completion or termination of this Contract, the Contractor will turn over to the Government all materials (copies included) that were furnished to the Contractor by the Government and all materials that were developed by the Contractor in the performance of this contract.

## **Privacy Requirements**

Work on this project may require that Contractor personnel have access to Privacy and other sensitive information. The Contractor will adhere to the Privacy Act, Title 5 of the United States Code, section 552a and applicable GSA and Department of Defense rules and regulations. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of this Contract, until made public or specifically authorized by the Government. The Contractor will not use, disclose, or reproduce third party companies' proprietary data, other than as authorized and required in performance of this Contract. Personnel working on this project will be required to sign a non-disclosure agreement immediately upon their start on the project. The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Government Personnel, Department of Defense personnel or members of the Armed Forces to relinquish control of their work product, whether classified or not, to the Contractor.

## **Subcontractors**

The Contractor will include a clause in all Subcontractor agreements to comply with the safety provisions of this Contract as applicable.

## **Facility Access**

### **Access Control**

If applicable, the Contractor will control procedures to ensure common access cards issued by the Government are properly safeguarded and not used by unauthorized personnel.

### **Facility Pass and Identification**

The Contractor will ensure that applicable pass and identification items required for Contract performance are obtained for Contractor personnel and non-Government owned vehicles. The documents may vary by agency.

## **LIST OF ATTACHMENTS**

- A. Performance Work Statement**
- B. Quality Assurance Surveillance Plan**

- C. Wage Determination**
- D. Photos and Floor Plans**
- E. AEPS Proposal**

## **CLAUSES AND PROVISIONS**

The Contractor agrees to comply with any provision or clause incorporated herein by either full text or by reference to implement Government and/or agency policy as applicable to the acquisition. The provision or clause in effect is based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses can be found:

FAR - <https://www.acquisition.gov/far/>

DFAR - <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

GSAM - <https://www.acquisition.gov/gsam/gsam.html>

AFFARS - <http://farsite.hill.af.mil/vfaffar1.htm>

### **Provisions and clauses incorporated by reference:**

- |           |  |
|-----------|--|
| 52.204-7  | Central Contractor Registration (December 2012)  |
| 52.204-9  | Personal Identity Verification of Contractor Personnel (January 2011)                    |
| 52.212-4  | Contract Terms conditions Commercial Items (Feb 2012)                                    |
| 52.217-5  | Evaluation of Options (July 1990)  |
| 52.222-18 | Certification Regarding Knowledge of Child Labor for Listed End Products (February 2001) |
| 52.228-5  | Insurance – Work on a Government Installation (January 1997)                             |
| 52.232-18 | Availability of Funds (April 1984)   |

*The base period of this contract is expected to be fully funded. This clause is included in the event option periods, if exercised, need to be incrementally funded.*

- |          |  |
|----------|--|
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation (April 1984) |
|----------|--|

### **Provisions and clauses incorporated in full text:**

*5352.242-9000 - Contractor Access To Air Force Installations (November 2012)*



All personnel must apply for and be granted a Common Access Card (CAC) for base access. Application is made with the 673 MDG Security Manager.

***52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders  
Commercial Items (January 2013)***

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_X\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_X\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

\_X\_ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

\_X\_ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

\_X\_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

- ☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- ☐ (11) [Reserved]
- ☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (Jul 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ☒ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- ☒ (18) 52.219-16, Liquidated Damages—Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

\_X\_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

\_X\_ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

\_X\_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

\_X\_ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

\_X\_ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

\_ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_X\_ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

\_ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

\_ (ii) Alternate I (DEC 2007) of 52.223-16.

\_X\_ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

\_ (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_ (40)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_ (ii) Alternate I (Mar 2012) of 52.225-3.

\_ (iii) Alternate II (Mar 2012) of 52.225-3.

\_ (iv) Alternate III (Nov 2012) of 52.225-3.

\_ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

X (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*). *This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage—Fringe Benefits
Guard 1	\$15.91 / Hour
Guard 2	\$18.14 / Hour
Alarm Monitor	\$19.71 / Hour

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
- \_X\_ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).
- \_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).
- \_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).
- (d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
- (ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.
- (iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

- (v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).
  - (vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
  - (vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
  - (viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - (ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).  
Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).
  - (xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).
  - (xii) 52.222-54, Employment Eligibility Verification (JUL 2012).
  - (xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
  - (xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

#### ***52.217-8 -- Option to Extend Services (November 1999)***

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 calendar days.

#### ***52.217-9 -- Option to Extend the Term of the Contract (March 2000)***

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

***552.219-74 Section 8(a) Direct Award (Sep 1999)***

(a) This contract is issued as a direct award between the contracting activity and the 8(a) Contractor pursuant to the Memorandum of Understanding between the Small Business Administration (SBA) and the General Services Administration. SBA retains the responsibility for 8(a) certifications, 8(a) eligibility determinations, and related issues, and will provide counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is: U.S. Small Business Administration located at 615 E. Houston St. Suite 298, San Antonio, TX 78205.

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any advance payments or novation agreements. The contracting activity may assign contract administration functions to a contract administration office.

(c) The Contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) To the requirements of 52.219-14, Limitations on Subcontracting.

***552.228-5 Government as Additional Insured (May 2009)***

(a) This clause supplements the requirements set forth in FAR clause 52.228-5, Insurance—Work on a Government Installation.

(b) Each insurance policy required under this contract, other than workers' compensation insurance, shall contain an endorsement naming the United States as an additional insured with respect to operations performed under this contract. The insurance carrier is required to waive all subrogation rights against any of the named insured.

***252.201-7000 Contracting Officer's Representative (December 1991)***

(a) *Definition.* "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act

on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

***252.203-7000 Requirements Relating to Compensation of Former DoD Officials (September 2011)***

(a) *Definition.* “Covered DoD official,” as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 131 with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 2105(c).

***252.203-7002 Requirement to Inform Employees of Whistleblower Rights (January 2009)***

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

***252.204-7003 Control of Government Personnel Work Product (April 1992)***

The Contractor’s procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the Contractor.



**252.204-7008 Export-Controlled Items (April 2010)**

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR)(22 CFR Parts 120-130). The term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology", terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act of 1976 (22 U.S.C. 2751, et seq.); *et seq.*;
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

**252.232-7007 Limitation of Government's Obligation (May 2006)**

*The base period of this contract is expected to be fully funded. This clause is included in the event option periods, if exercised, need to be incrementally funded.*

(a) Contract line items CLIN 0001 through CLIN 0003 may be incrementally funded. For these item(s), your firm will be notified in writing of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event

of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract	\$ <u>    </u> TBD <u>    </u>
(month) (day), (year)	\$ <u>    </u> TBD <u>    </u>
(month) (day), (year)	\$ <u>    </u> TBD <u>    </u>
(month) (day), (year)	\$ <u>    </u> TBD <u>    </u>



**PERFORMANCE BASED STATEMENT OF WORK**

**HOSPITAL SECURITY SERVICES**

**673 MEDICAL GROUP**

**Joint Base Elmendorf-Richardson, ALASKA**

May 17, 2013

## SECURITY SERVICES

**1. DESCRIPTION:** The Contractor shall furnish all labor, supervision, travel, management support, personal, back-up staffing, replacement staffing, supplies, equipment, and uniforms (except those items of equipment and supplies as specified herein as government furnished), necessary to provide unarmed, uniformed security officer services as described herein on a 24-hour per day, seven (7) days a week basis for the 673 Medical Group and Veteran's Affairs VA link security services on a 12 hour/day, 5 day/week basis.

**2. POSITIONS.** The contractor shall provide staffing and scheduling for five positions; Security Manager, Control, Post, Rover and Medical Group MDG/VA Link Guard.

2.1. Security Manager. The Security Manager shall serve as the on-site security supervisor. The Security Manager shall be responsible for formulating work schedules for subordinate security staff members. The contractor shall provide the name (s), telephone number (s), and address of the Security Manager, in writing, to the CO prior to performance under this contract. The Security Manager must possess a certificate documenting award and completion of an approved Federal or State Law Enforcement course and must have at least two years of on-the-job experience in general Law Enforcement duties. It is desirable that the Security Supervisor will have at least two years of experience in providing comprehensive hospital security services or is trainable in a hospital environment with minimum effort. The Security Manager must have knowledge of the requirements, methods and techniques of accident, theft and mishap investigations as well as proper report writing, and reporting procedures. The Security Manager must be certified as a Crisis Prevention Institute or Mandt Training Instructor to teach non-violent intervention techniques to security and hospital staff, or obtain such certifications as an instructor within 6 months of appointment as the Security Manager. The Security Manager will be on the Hospital Security Team for purposes of Training Team members and assist with Team Coordination during exercises or real world events. The Security Manager shall coordinate with VA Security, JBER Law Enforcement, and any other Federal, State or Municipal Law Enforcement agency as necessary to perform their duties. The Security Manager shall provide general activity, statistical trends, and analysis reports to the Environment of Care EOC Safety and Security Committee. The Security Manager will be a member of the Behavior Management Committee. The Security Manager will be the Qualified Agent registered with the State of Alaska for purposes of Maintaining Guard Licenses. The Security Manager will act as a liaison between the 673 MDG and the 673 Security Forces SFS to maintain the 673 MDG Base Access List. The Security Manager will assist with Summer and Winter Safety briefing presentations to all MDG staff as well as provide input on Security issues.

2.2. Control. Security control shall monitor, adjust, and maintain the security camera system. This position shall perform incident reviews from the camera system and provide reports as necessary. Control shall monitor parking lots via camera system looking for parking violations, accidents, animal activity, or incidents and dispatches security personnel as warranted. Control maintains Random Access Measures (RAM) logs and incident report logs. This position is scheduled from 0800 to 1600, Monday thru Friday.

2.3. Post. Security Post shall maintain a security presence at the hospital's main entry desk (bear entry) during hours of 0600 to 2100 hours. After these hours, Security Post will maintain a security presence at the hospital's Emergency Department entrance. In addition to providing a security presence at the two entrances, Post position answers incoming phone calls, provides info or directions to questions from the public/staff. This position is a 24 hours/day, 7-days/week position.

2.4. Rover. Rover shall conduct interior facility and exterior outbuilding and campus perimeter security sweeps 2 times per eight-hour shift. Rover checks designated areas and doors with the use of the Touchprobe security system. Rover is a designated parking warden. The Rover shall be available for incident response calls at all times. This position is a 24 hours/day, 7-days/week position however the rover duties are handled by the Security Manager during the day shift.

2.5. MDG Link Guard. The link guard shall provide identification card checks and follow established JBER special gate access protocols provided by 673 SFS while controlling access to/from the MDG/VA link during the hours of 0600 through 1800 Monday through Friday, excluding federal holidays.

2.6. Personnel Requirements. Security personnel must: be able to conduct "Stop & Question" of person's found in enclosed and/or restricted areas, halls, locked doors, parking lots or Department of Defense DoD property after hours and on weekends/ holidays to ensure no criminal activity has or is taking place, must be capable of detaining person (s) using minimum force while Joint Base Elmendorf – Richardson JBER Security Forces are notified. The contractor shall be licensed by the state of Alaska as a security guard agency. All Security Officers must be able to pass a background check conducted by Security Forces and obtain a DoD Common Access Card. Security Officers must have knowledge of the requirements, methods and techniques of accident, theft and mishap investigations as well as proper report writing, and reporting procedures. All security officers shall have Oleoresin Capsicum OC spray certification, handcuffing technique certification basic understanding of law enforcement, understanding of self defense techniques, and understanding of Use of Force principals. All Security Officers must have at least 2 years experience in Law Enforcement or Hospital/Industrial Security.

**3. TRAINING:** The contractor shall submit an annual training program outlining each requirement listed below. A copy of the contractor's annual training program shall be submitted to the CO within three months after the effective date of this contract, and annually thereafter, for review and approval. All security personnel shall successfully complete the following training within 30 calendar days after contract award, or new security officer hire-on-date:

3.1. Initial security program orientation, including at least 24-hours of one-on-one orientation with experienced security officers on-site at the 673 MDG facility. The 24-hours shall be divided between day shift and at least one other work shift to provide a variety of experiences.

3.2. Newcomers orientation class (6-hours) offered by the 673 MDG.

3.3. The contractor shall provide follow-up orientation for each employee 14-days after the initial assignment to duty. This orientation may be accomplished while the guards are on duty. The contractor shall certify the completion of the follow-up orientation for each guard to the CO within 30 days following assignment to the job site. The follow-up orientation will include the following subjects as may be required: General and specific Post Orders for the facility, policy and facility specific procedures for responding to emergency alarms and/or threats occurring in the facility, procedures for, and operation of, the fire-fighting equipment within the facility, vehicle and traffic parking control, security camera system training and operation.

3.4. Completion of Basic Life Support (BLS) certification within 90 days after starting work at the 673 MDG.

3.5. Familiarization with this contract's scope of work, the 673 MDG Security and Resource Protection Program Medical Group Instruction MGI 31-501, security officer's responsibilities outlined in the 673 MDG Medical Contingency Response Plan (MCRP), 673 MDG Life Safety Plan (MGI 32-8), Material Safety Data Sheets, Infection Control MGI, and the Blood borne Pathogen Exposure Control Plan, Health Insurance Portability and Accountability Act HIPAA policies and guidelines, Information Assurance, and any other computer based training required by the 673 MDG.

3.6. JBER security forces shall provide special gate access training to hospital security staff necessary to perform duties covering MDG/VA link security.

#### **4. CONTINUING EDUCATION:**

4.1. The contractor shall have a written yearly training program providing at least 20 hours of continuing educational training for security officer staff members. The program shall include 673 MDG requirements for annual training in safety, infection control, facility specific knowledge pertinent to a security program; and any other Department of the Air Force required training for contractor or civilian personnel working in a military medical treatment facility and the review of material from study guides by the International Association for Healthcare Security and Safety Institute. In-service training shall be a routine part of staff meetings. Successful participation in the training program is a requirement for continued employment as a security officer working under this contract.

4.2. Security officers shall maintain current Basic Life Support (BLS) certification. A copy of the security officer's certificate shall be maintained in the security officers' personnel file and made available to the Contracting Officer (CO) and Contracting Officer's Representative (COR), when requested.

4.3. Security officers shall maintain current Crisis Prevention Institute training certification (at contractor's expense). A copy of the security officer's certificate will be maintained in the security officers' personnel file and made available to the CO and COR, when requested.

4.4. The Security Supervisor shall maintain Crisis Prevention Institute Instructor certification (at contractor's expense). A copy of the supervisors' certificate shall be maintained in the security officers' personnel file and made available to the CO and COR, when requested.

4.5. The Security Supervisor shall earn at least 16-hours of continuing education units each year in one or more of the following hospital-related areas: hospital security, fire prevention and safety, emergency response, Crisis Prevention Institute or related training, management of patients and/or staff, or other supervisory training.

## **5. Work Tasks:**

5.1. The contractor shall provide a comprehensive security program and written Operating procedures based on 673 MDG MGI's and MCRP's for the 673 MDG campus. Service priority is to patient care areas such as Multi-Service Unit (MSU), Intensive Care Unit (ICU), Perinatal Unit (PNU), and Emergency Department (ED).

5.2. The contractor shall guard and protect all government and private property, material, equipment, supplies, buildings, and personnel located within the 673 MDG campus from injury, damage, loss, or trespass.

5.3. The contractor shall enforce all 673 Medical Group security policies, including but not limited to not allowing weapons, alcoholic beverages, illegal drugs, soliciting, smoking, fighting, trespass, or threatening behavior to take place on the premises.

5.4. The contractor shall discover and detain persons attempting to gain unauthorized access to the facility.

5.5. The contractor shall respond immediately to: All "Codes" and other announced emergencies, disruptions or altercations involving physical assault or threats, requests to assist with unruly, dangerous, or suicidal patients, fires, suspicious packages, vehicle accidents, missing patients, thefts in progress, and reports of serious accident, injury or accidental death.

5.6. The contractor shall provide visitor or phone call direction and information while maintaining a physical presence at either the main Bear entrance or Emergency Department entrance. During off hours at the Emergency Department entrance the contractor will act as the Entry Control Point for the Hospital, checking ID's of Staff and visitors desiring access afterhours and coordinating with the inpatient unit(s) to ascertain if visitor access will be allowed.

5.7. The contractor shall use the least amount of force necessary to restrain or control a combative or unruly individual, or to escort an individual as directed by a responsible health care provider. Security Officers will have knowledge of different levels of Force proper and the proper use of each.



- 5.8. The contractor shall conduct patrols of the main building interior corridors, parking lots, grounds, outbuildings, and campus perimeter two times per 8-hour shift. Patrols shall be staggered throughout the shift.
- 5.9. The contractor shall lock and unlock the main facility perimeter entrance doors, interior mall conference room doors, and dining hall/basement hallway exterior doors per routine schedule which will be provided by the COR and as requested by authorized individuals.
- 5.10. The contractor shall assist in maintaining traffic control on pavement and drives located on the 673 MDG campus to assist in the movement of emergency vehicles when asked.
- 5.11. The contractor shall enforce the 673 MDG parking program. Officers will be authorized to write standard uniform DoD parking tickets as prescribed.
- 5.12. The contractor shall escort individuals within the 673 MDG campus that appear to be incapacitated or intoxicated due to alcohol or drugs to the ED.
- 5.13. The contractor shall, upon request, and if work priorities permit, escort 673 MDG staff members, visitors, and patients to their personally owned vehicle (POV) during evening hours and times of darkness, or presence of wildlife.
- 5.14. The contractor shall assist medical staff in loading or unloading ambulance patients and other customers who are dropped off at the ED or other entrances for care when a security presence is requested by medical staff.
- 5.15. The contractor shall train and assist with all emergency response exercises such as fire drills and other base readiness exercises. The contractor shall, as required and when workload permits, perform package inspections at entry control points and assist medical group security augmentees and base security force personnel during exercises and real-world incidents.
- 5.16. The contractor shall perform other functions that may be necessary to maintain law and order without placing themselves in mortal danger.
- 5.17. The contractor shall provide wildlife control within Federal Wildlife Standards following United States Code 16 & the Lacey Act on the campus to ensure the safety of staff, visitors, and the wildlife.
- 5.18. The contractor shall maintain an activity log containing pertinent information on all noteworthy incidents that occurred during their work shift whether a physical response was required or not. Security concerns, facility defects, and safety hazards should be documented. A separate incident report is to be completed to provide a more detailed report on significant events and submitted to EOC committee members within 48 hours of occurrence. Activity logs and incident reports should be completed by the security officer during their work shift. Activity logs shall be turned over to the COR the next duty day.

5.19. The contractor shall perform Random Anti-Terrorism Measures (RAMs) as required by the MCRP and MGI 10-245. The contractor shall maintain a log to report to the 673 MDG Anti-Terrorism Officer.

5.20. Lost and found: The contractor shall receive and store found articles and ID's and make attempts to find and return to owners. Items held more than 30 days shall be turned over to Facility Management Office.

5.21. Security Door Touch Probe System. The Security Door Touch Probe system shall be used by security personnel making inspections throughout the facility and surrounding campus, both interior and exterior, as an indication of proof that doors are secure and have been visually inspected. The Touch Probe System shall be government furnished equipment. The contractor is not responsible for maintenance, repair, or replacement unless it was damaged by the contractor.

5.22 The contractor shall monitor the existing digital camera system and be able to provide video reviews and recordings of incidents that occur on the campus.

5.23. The contractor shall maintain qualifications for a senior technician for car seat inspections and run the MDG car seat program for families with new borns.

5.24. Security Patrolling Vehicle: Contractor shall provide a patrol vehicle that must meet these requirements. 1. The vehicle must be non-descript in color. 2. The vehicle must have yellow safety lights mounted to the top of the vehicle. 3. The vehicle must contain a decal on at least one side of the vehicle that contains the contractor's company name and identification stating it is a patrol vehicle. The contractor is required to provide fuel, insurance and maintenance on the vehicle.

6. List of Facilities: The following MDG facilities are included on this PWS.

4943 – Fisher House  
4972 – South Well House  
4973 – Grounds Maintenance Storage Building  
4974 – Hospital Central Energy Plant  
5955 – Medical Treatment Facility  
5975 – Hospital Lynx Annex  
6974 – Group Education and Training  
6983 – North Well House

7. Government Furnished Items:

- a. Room LC124.
- b. Nine computer systems to include CPU, monitor, and mouse.
- c. Six class A phones.
- d. Five Land Mobile Radios (LMR).
- e. Five furniture work stations.
- f. One Security Door Touch Probe System.

g. Digital Camera System.

Deliverables:

1. Initial and annual training program, (PWS 3.)
2. Initial Operating Procedures, (PWS 5.1.)
3. Significant event incident report, (PWS 5.18.)
4. Daily activity logs, (PWS 5.18.)
5. Random Anti-Terrorism Measures log, (PWS 5.19.)

Performance objectives:

1. Activity logs/Incident Reports, (PWS 5.18.)
2. Security Manager Requirements, (PWS 2.1.)
3. Security Door Touch Probe system, (PWS 5.21.)

Inspection will be in accordance with the Quality Assurance Surveillance Plan.

**Quality Assurance Surveillance Plan  
(QASP)**

**for the**

**Hospital Security Services at  
Joint Base Elmendorf-Richardson, Alaska**

**Performance Work Statement (PWS)**

**ID08130016**

Current as of May 17, 2013

## **Contracting Officer Representative**

The COR for this contract is:

Manuel Rivera

Email: manuel.rivera.5@us.af.mil

## **Tools of surveillance for the Task Order**

### **1. ONE-HUNDRED PERCENT INSPECTION**

The COR will inspect and evaluate the contractor's performance each time it is performed. The results of the contractor's overall performance is then evaluated to determine acceptability of the service provided.

### **2. PERIODIC INSPECTION**

These items are inspected using periodic surveillance (daily, weekly, monthly, quarterly, etc.) as determined by the COR. The results of the periodic surveillance inspections may be used as the basis for actions toward the contractor. In such cases the Inspection of Services clause becomes the basis for the contracting officer's actions.

### **3. CONTRACTOR METRICS**

Metrics used to measure performance objectives stated in the PWS. These metrics are usually developed and maintained by the contractor. QASP will be updated to include the specific contractor metrics (standard).

### **4. METHOD OF INSPECTION**

Inspection will be performed by the COR on monthly as stated in the PWS. This will include but is not limited to the review of reports, documentation and the processes performed by the contractor.

## **Reported Data**

The contracting officer representative (COR) will provide a monthly report by the 10th of the following month to the Contracting Officer. This report will provide metrics on compliance with all deliverables of the PWS and inspection results IAW this QASP.

The incident reports will be reported in the monthly COR report.

Contractor metrics will be included in the monthly COR report.

**Performance Objective: 1**

PWS Section: 5.18 Activity Log / Incident Reports

Due Date: 5<sup>th</sup> day of the following month

Performance Threshold: complete data capture from the monthly activity

Frequency of Assessment: Monthly

Method of surveillance: 100% inspection

Negative Incentive: A negative CPAR will be applied if the report is late or incomplete.

**Performance Objective: 2**

PWS Section: 2.1 Security Manager Requirements

Due Date: By-monthly, 5<sup>th</sup> day of the following month

Performance Threshold: complete data capture from Environment of Care committee meeting

Frequency of Assessment: Bi-monthly

Method of surveillance: 100% inspection

Negative Incentive: A negative CPAR will be applied if the report is late or incomplete.

**Performance Objective: 3**

PWS Section: 5.21 Security Door Touch Probe System

Due Date: 5<sup>th</sup> day of the following month

Performance Threshold: 100% capture of door security checks

Frequency of Assessment: monthly

Method of surveillance: periodic inspection

Negative Incentive: A negative CPAR will be applied if the report is late or incomplete.

**PERFORMANCE REVIEW MEETINGS**

Performance metrics and results will be reviewed on a monthly basis at a monthly meeting with the Contractor, COR and Contracting Officer to include PWS compliance. Should performance be determined unacceptable, the Government will notify the contractor and allow opportunity for improvement. The purpose of these meetings is to maintain a mutually cooperative working environment to foster successful Contractor performance and quality services delivered to the Government.

Attachment C – Wage Determination

WD 05-2017 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012

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REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

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| Wage Determination No.: 2005-2017

Diane C. Koplewski Division of | Revision No.: 16

Director Wage Determinations| Date Of Revision: 06/13/2012

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State: Alaska

Area: Alaska Statewide

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\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I	15.33	
01012 - Accounting Clerk II	18.76	
01013 - Accounting Clerk III	20.98	
01020 - Administrative Assistant	23.34	
01040 - Court Reporter	18.84	
01051 - Data Entry Operator I	14.86	

# Attachment C – Wage Determination

01052 - Data Entry Operator II	17.86
01060 - Dispatcher, Motor Vehicle	20.25
01070 - Document Preparation Clerk	15.39
01090 - Duplicating Machine Operator	14.72
01111 - General Clerk I	15.59
01112 - General Clerk II	17.01
01113 - General Clerk III	19.09
01120 - Housing Referral Assistant	21.01
01141 - Messenger Courier	15.60
01191 - Order Clerk I	15.45
01192 - Order Clerk II	16.86
01261 - Personnel Assistant (Employment) I	19.07
01262 - Personnel Assistant (Employment) II	21.33
01263 - Personnel Assistant (Employment) III	23.79
01270 - Production Control Clerk	22.59
01280 - Receptionist	14.09
01290 - Rental Clerk	16.84
01300 - Scheduler, Maintenance	16.84
01311 - Secretary I	16.84
01312 - Secretary II	18.84
01313 - Secretary III	21.01
01320 - Service Order Dispatcher	16.48
01410 - Supply Technician	23.34
01420 - Survey Worker	18.78
01531 - Travel Clerk I	15.21
01532 - Travel Clerk II	16.80



## Attachment C – Wage Determination

01533 - Travel Clerk III	18.57
01611 - Word Processor I	16.18
01612 - Word Processor II	18.16
01613 - Word Processor III	20.31
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	27.64
05010 - Automotive Electrician	23.64
05040 - Automotive Glass Installer	21.87
05070 - Automotive Worker	21.87
05110 - Mobile Equipment Servicer	19.62
05130 - Motor Equipment Metal Mechanic	23.96
05160 - Motor Equipment Metal Worker	21.87
05190 - Motor Vehicle Mechanic	23.96
05220 - Motor Vehicle Mechanic Helper	18.53
05250 - Motor Vehicle Upholstery Worker	21.87
05280 - Motor Vehicle Wrecker	21.87
05310 - Painter, Automotive	22.86
05340 - Radiator Repair Specialist	21.87
05370 - Tire Repairer	17.78
05400 - Transmission Repair Specialist	23.96
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.67
07041 - Cook I	15.17
07042 - Cook II	17.46
07070 - Dishwasher	10.99
07130 - Food Service Worker	13.46

## Attachment C – Wage Determination

07210 - Meat Cutter	18.87
07260 - Waiter/Waitress	11.91
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	25.94
09040 - Furniture Handler	17.36
09080 - Furniture Refinisher	25.94
09090 - Furniture Refinisher Helper	19.58
09110 - Furniture Repairer, Minor	22.74
09130 - Upholsterer	25.94
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.68
11060 - Elevator Operator	11.68
11090 - Gardener	17.52
11122 - Housekeeping Aide	14.15
11150 - Janitor	14.15
11210 - Laborer, Grounds Maintenance	14.59
11240 - Maid or Houseman	10.96
11260 - Pruner	13.18
11270 - Tractor Operator	16.53
11330 - Trail Maintenance Worker	14.59
11360 - Window Cleaner	15.67
12000 - Health Occupations	
12010 - Ambulance Driver	22.66
12011 - Breath Alcohol Technician	20.48
12012 - Certified Occupational Therapist Assistant	22.50
12015 - Certified Physical Therapist Assistant	21.90

## Attachment C – Wage Determination

12020 - Dental Assistant	20.32
12025 - Dental Hygienist	44.92
12030 - EKG Technician	29.90
12035 - Electroneurodiagnostic Technologist	29.90
12040 - Emergency Medical Technician	22.66
12071 - Licensed Practical Nurse I	18.31
12072 - Licensed Practical Nurse II	20.48
12073 - Licensed Practical Nurse III	22.84
12100 - Medical Assistant	17.49
12130 - Medical Laboratory Technician	21.01
12160 - Medical Record Clerk	16.04
12190 - Medical Record Technician	17.94
12195 - Medical Transcriptionist	20.41
12210 - Nuclear Medicine Technologist	43.70
12221 - Nursing Assistant I	13.27
12222 - Nursing Assistant II	14.92
12223 - Nursing Assistant III	16.28
12224 - Nursing Assistant IV	18.27
12235 - Optical Dispenser	20.20
12236 - Optical Technician	18.31
12250 - Pharmacy Technician	17.55
12280 - Phlebotomist	18.27
12305 - Radiologic Technologist	29.67
12311 - Registered Nurse I	28.98
12312 - Registered Nurse II	35.45
12313 - Registered Nurse II, Specialist	35.45

## Attachment C – Wage Determination

12314 - Registered Nurse III	42.88
12315 - Registered Nurse III, Anesthetist	42.88
12316 - Registered Nurse IV	51.40
12317 - Scheduler (Drug and Alcohol Testing)	25.38
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.09
13012 - Exhibits Specialist II	25.29
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	21.09
13042 - Illustrator II	25.29
13043 - Illustrator III	30.90
13047 - Librarian	25.66
13050 - Library Aide/Clerk	15.59
13054 - Library Information Technology Systems Administrator	23.84
13058 - Library Technician	19.63
13061 - Media Specialist I	16.71
13062 - Media Specialist II	18.70
13063 - Media Specialist III	20.85
13071 - Photographer I	19.50
13072 - Photographer II	23.82
13073 - Photographer III	27.01
13074 - Photographer IV	33.05
13075 - Photographer V	35.10
13110 - Video Teleconference Technician	18.43
14000 - Information Technology Occupations	

## Attachment C – Wage Determination

14041 - Computer Operator I	17.09
14042 - Computer Operator II	19.12
14043 - Computer Operator III	24.42
14044 - Computer Operator IV	25.98
14045 - Computer Operator V	27.62
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.34
14160 - Personal Computer Support Technician	27.62
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	34.09
15020 - Aircrew Training Devices Instructor (Rated)	41.24
15030 - Air Crew Training Devices Instructor (Pilot)	49.42
15050 - Computer Based Training Specialist / Instructor	34.09
15060 - Educational Technologist	25.26
15070 - Flight Instructor (Pilot)	44.47
15080 - Graphic Artist	25.25
15090 - Technical Instructor	23.55
15095 - Technical Instructor/Course Developer	28.83
15110 - Test Proctor	19.12
15120 - Tutor	19.12

## Attachment C – Wage Determination

### 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler	11.14
16030 - Counter Attendant	11.14
16040 - Dry Cleaner	14.19
16070 - Finisher, Flatwork, Machine	11.14
16090 - Presser, Hand	11.14
16110 - Presser, Machine, Drycleaning	11.14
16130 - Presser, Machine, Shirts	11.14
16160 - Presser, Machine, Wearing Apparel, Laundry	11.14
16190 - Sewing Machine Operator	15.20
16220 - Tailor	16.24
16250 - Washer, Machine	12.16

### 19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room)	26.22
19040 - Tool And Die Maker	32.66

### 21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator	19.56
21030 - Material Coordinator	22.59
21040 - Material Expediter	22.59
21050 - Material Handling Laborer	17.01
21071 - Order Filler	15.49
21080 - Production Line Worker (Food Processing)	19.56
21110 - Shipping Packer	17.80
21130 - Shipping/Receiving Clerk	17.80
21140 - Store Worker I	14.56
21150 - Stock Clerk	19.82

## Attachment C – Wage Determination

21210 - Tools And Parts Attendant	19.56
21410 - Warehouse Specialist	19.56
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.25
23021 - Aircraft Mechanic I	27.66
23022 - Aircraft Mechanic II	29.25
23023 - Aircraft Mechanic III	30.86
23040 - Aircraft Mechanic Helper	21.69
23050 - Aircraft, Painter	27.45
23060 - Aircraft Servicer	24.23
23080 - Aircraft Worker	25.48
23110 - Appliance Mechanic	24.68
23120 - Bicycle Repairer	19.56
23125 - Cable Splicer	32.26
23130 - Carpenter, Maintenance	27.35
23140 - Carpet Layer	24.62
23160 - Electrician, Maintenance	33.25
23181 - Electronics Technician Maintenance I	28.23
23182 - Electronics Technician Maintenance II	33.62
23183 - Electronics Technician Maintenance III	35.69
23260 - Fabric Worker	23.00
23290 - Fire Alarm System Mechanic	25.71
23310 - Fire Extinguisher Repairer	21.40
23311 - Fuel Distribution System Mechanic	28.42
23312 - Fuel Distribution System Operator	24.75
23370 - General Maintenance Worker	21.71

Attachment C – Wage Determination

23380 - Ground Support Equipment Mechanic	27.66
23381 - Ground Support Equipment Servicer	24.23
23382 - Ground Support Equipment Worker	25.48
23391 - Gunsmith I	21.40
23392 - Gunsmith II	24.62
23393 - Gunsmith III	27.84
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.32
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	28.62
23430 - Heavy Equipment Mechanic	30.13
23440 - Heavy Equipment Operator	29.79
23460 - Instrument Mechanic	27.68
23465 - Laboratory/Shelter Mechanic	26.22
23470 - Laborer	17.01
23510 - Locksmith	25.45
23530 - Machinery Maintenance Mechanic	27.44
23550 - Machinist, Maintenance	27.84
23580 - Maintenance Trades Helper	19.42
23591 - Metrology Technician I	27.68
23592 - Metrology Technician II	29.27
23593 - Metrology Technician III	30.88
23640 - Millwright	27.84
23710 - Office Appliance Repairer	23.24
23760 - Painter, Maintenance	24.94
23790 - Pipefitter, Maintenance	32.26



## Attachment C – Wage Determination

23810 - Plumber, Maintenance	30.80
23820 - Pneudraulic Systems Mechanic	27.84
23850 - Rigger	27.84
23870 - Scale Mechanic	24.62
23890 - Sheet-Metal Worker, Maintenance	27.48
23910 - Small Engine Mechanic	24.62
23931 - Telecommunications Mechanic I	26.79
23932 - Telecommunications Mechanic II	30.61
23950 - Telephone Lineman	28.61
23960 - Welder, Combination, Maintenance	25.93
23965 - Well Driller	27.05
23970 - Woodcraft Worker	27.84
23980 - Woodworker	21.40
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.47
24580 - Child Care Center Clerk	15.54
24610 - Chore Aide	14.06
24620 - Family Readiness And Support Services Coordinator	16.21
24630 - Homemaker	18.94
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.26
25040 - Sewage Plant Operator	28.70
25070 - Stationary Engineer	29.26
25190 - Ventilation Equipment Tender	21.66
25210 - Water Treatment Plant Operator	28.70

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### 27000 - Protective Service Occupations

27004 - Alarm Monitor	19.71
27007 - Baggage Inspector	15.91
27008 - Corrections Officer	27.17
27010 - Court Security Officer	26.28
27030 - Detection Dog Handler	18.14
27040 - Detention Officer	27.17
27070 - Firefighter	22.46
27101 - Guard I	15.91
27102 - Guard II	18.14
27131 - Police Officer I	31.05
27132 - Police Officer II	34.50

### 28000 - Recreation Occupations

28041 - Carnival Equipment Operator	14.59
28042 - Carnival Equipment Repairer	15.47
28043 - Carnival Equipment Worker	11.99
28210 - Gate Attendant/Gate Tender	14.96
28310 - Lifeguard	12.47
28350 - Park Attendant (Aide)	17.23
28510 - Recreation Aide/Health Facility Attendant	12.21
28515 - Recreation Specialist	26.20
28630 - Sports Official	13.72
28690 - Swimming Pool Operator	21.90

### 29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer	24.62
29020 - Hatch Tender	24.62

## Attachment C – Wage Determination

29030 - Line Handler	24.62
29041 - Stevedore I.	27.49
29042 - Stevedore II	30.43
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	21.46
30022 - Archeological Technician II	24.90
30023 - Archeological Technician III	29.46
30030 - Cartographic Technician	31.78
30040 - Civil Engineering Technician	29.63
30061 - Drafter/CAD Operator I	23.41
30062 - Drafter/CAD Operator II	27.28
30063 - Drafter/CAD Operator III	29.19
30064 - Drafter/CAD Operator IV	34.79
30081 - Engineering Technician I	22.72
30082 - Engineering Technician II	26.56
30083 - Engineering Technician III	29.74
30084 - Engineering Technician IV	33.02
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	45.77
30090 - Environmental Technician	22.13
30210 - Laboratory Technician	26.61
30240 - Mathematical Technician	32.95
30361 - Paralegal/Legal Assistant I	21.93

Attachment C – Wage Determination

30362 - Paralegal/Legal Assistant II	27.15	
30363 - Paralegal/Legal Assistant III	33.22	
30364 - Paralegal/Legal Assistant IV	40.20	
30390 - Photo-Optics Technician	32.95	
30461 - Technical Writer I	20.22	
30462 - Technical Writer II	24.72	
30463 - Technical Writer III	33.98	
30491 - Unexploded Ordnance (UXO) Technician I	22.74	
30492 - Unexploded Ordnance (UXO) Technician II	27.51	
30493 - Unexploded Ordnance (UXO) Technician III	32.97	
30494 - Unexploded (UXO) Safety Escort	22.74	
30495 - Unexploded (UXO) Sweep Personnel	22.74	
30620 - Weather Observer, Combined Upper Air Or	(see 2)	29.19
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	32.42
31000 - Transportation/Mobile Equipment Operation Occupations		
31020 - Bus Aide	12.71	
31030 - Bus Driver	19.13	
31043 - Driver Courier	17.79	
31260 - Parking and Lot Attendant	13.19	
31290 - Shuttle Bus Driver	17.89	
31310 - Taxi Driver	15.74	
31361 - Truckdriver, Light	17.89	
31362 - Truckdriver, Medium	19.85	
31363 - Truckdriver, Heavy	22.18	
31364 - Truckdriver, Tractor-Trailer	22.18	

Attachment C – Wage Determination

99000 - Miscellaneous Occupations

99030 - Cashier	12.27
99050 - Desk Clerk	14.09
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	12.34
99252 - Laboratory Animal Caretaker II	20.92
99310 - Mortician	22.74
99410 - Pest Controller	22.53
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	25.38
99711 - Recycling Specialist	30.29
99730 - Refuse Collector	22.92
99810 - Sales Clerk	13.82
99820 - School Crossing Guard	16.32
99830 - Survey Party Chief	26.44
99831 - Surveying Aide	17.60
99832 - Surveying Technician	24.04
99840 - Vending Machine Attendant	17.01
99841 - Vending Machine Repairer	19.91
99842 - Vending Machine Repairer Helper	17.01

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per

## Attachment C – Wage Determination

week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which

requires the same level of skills. (29 C.F.R. 541.400).

**2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the



## Attachment C – Wage Determination

employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

## Attachment C – Wage Determination

materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE  
{Standard Form  
1444 (SF 1444)}

### Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by

## Attachment C – Wage Determination

the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

## Attachment C – Wage Determination

- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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Certified SBA 8(a) Woman Owned Small Business

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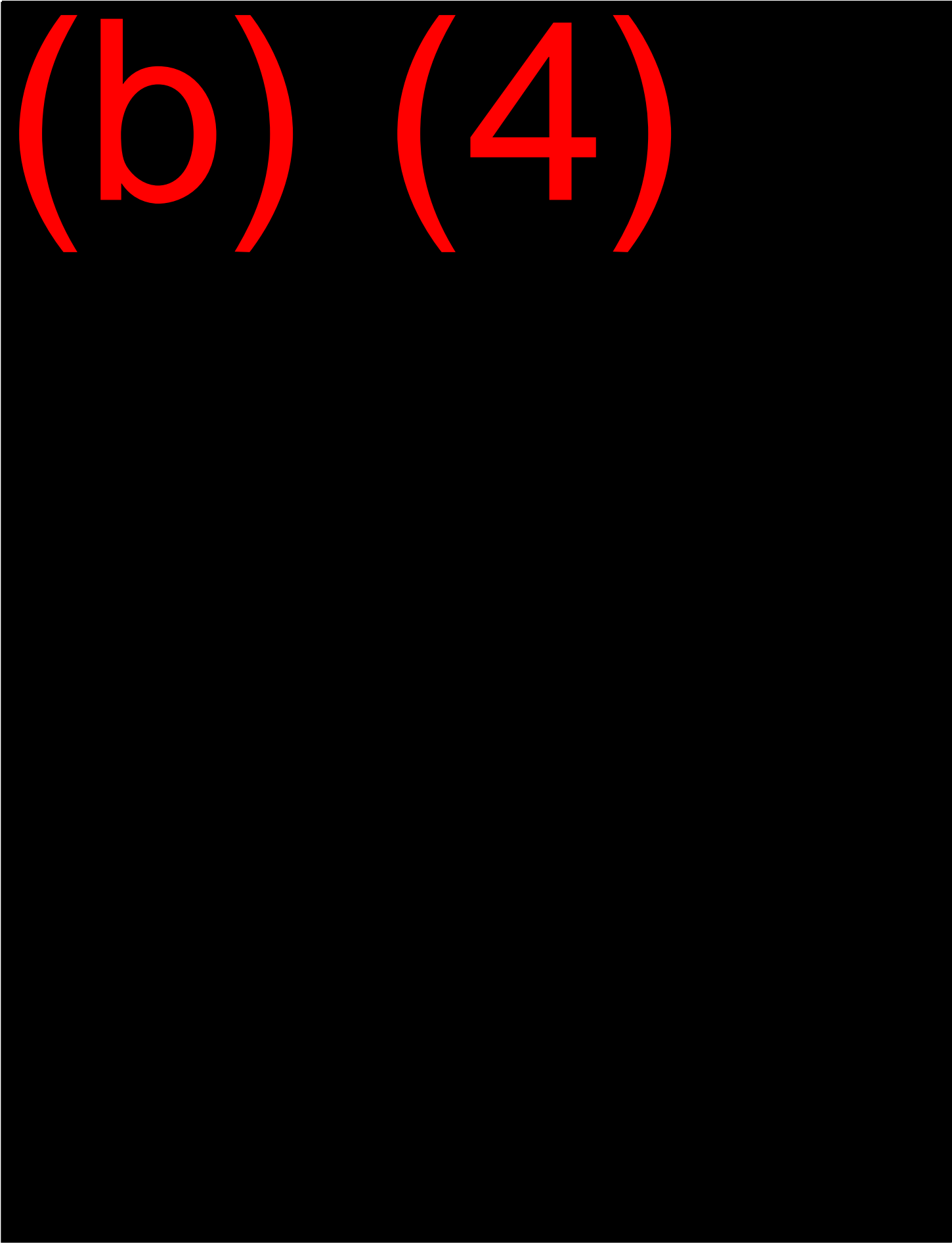


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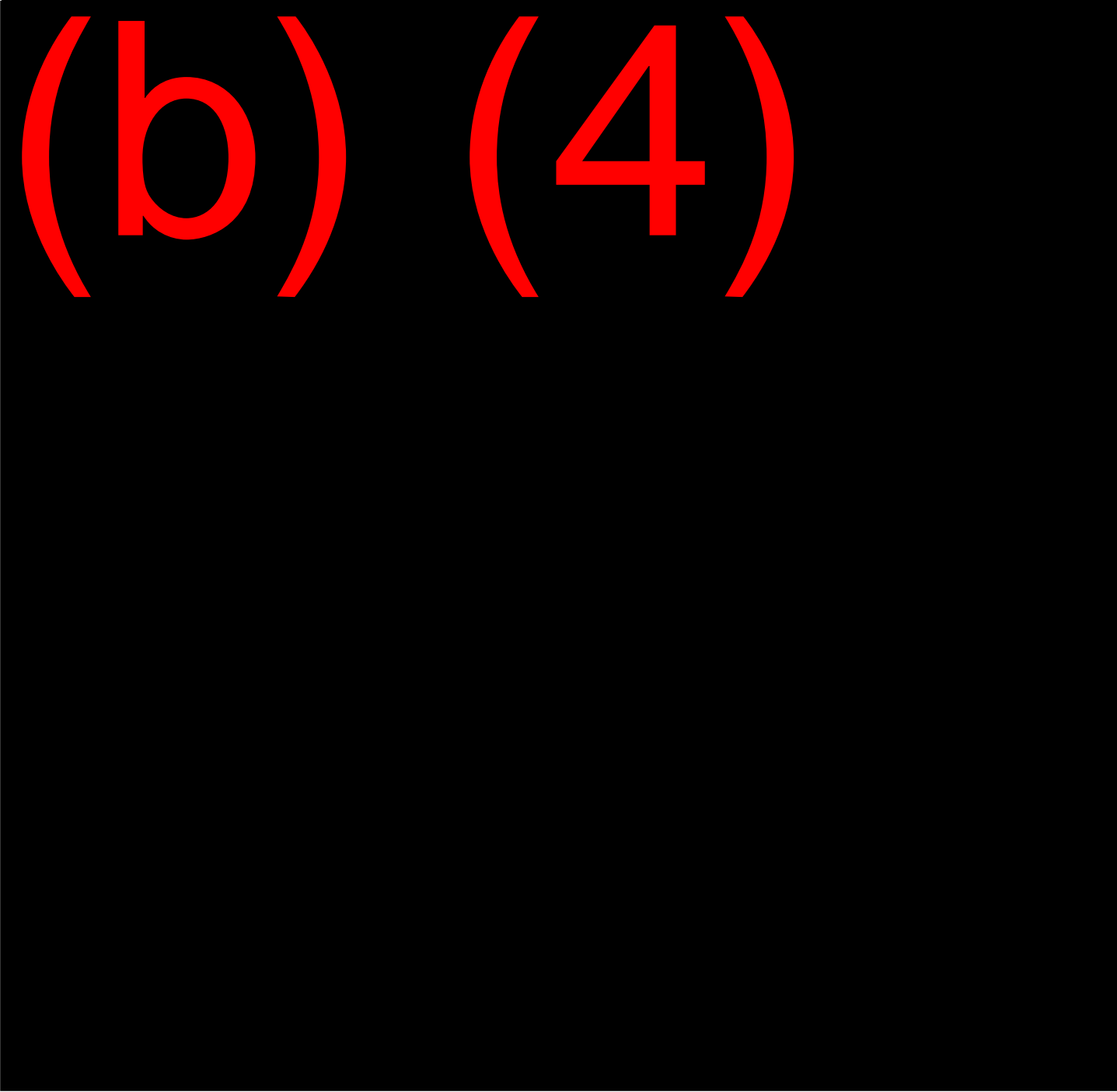
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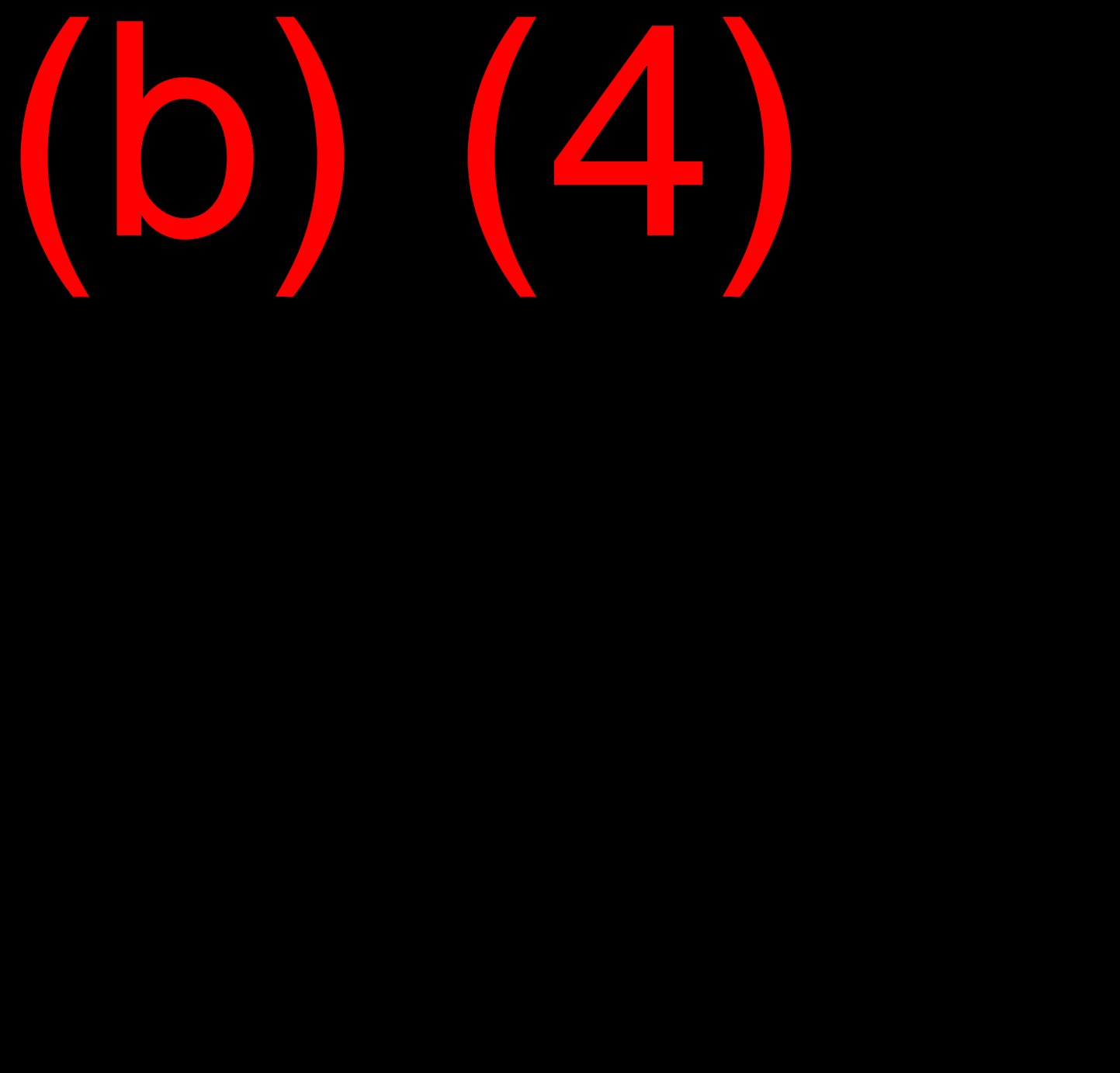
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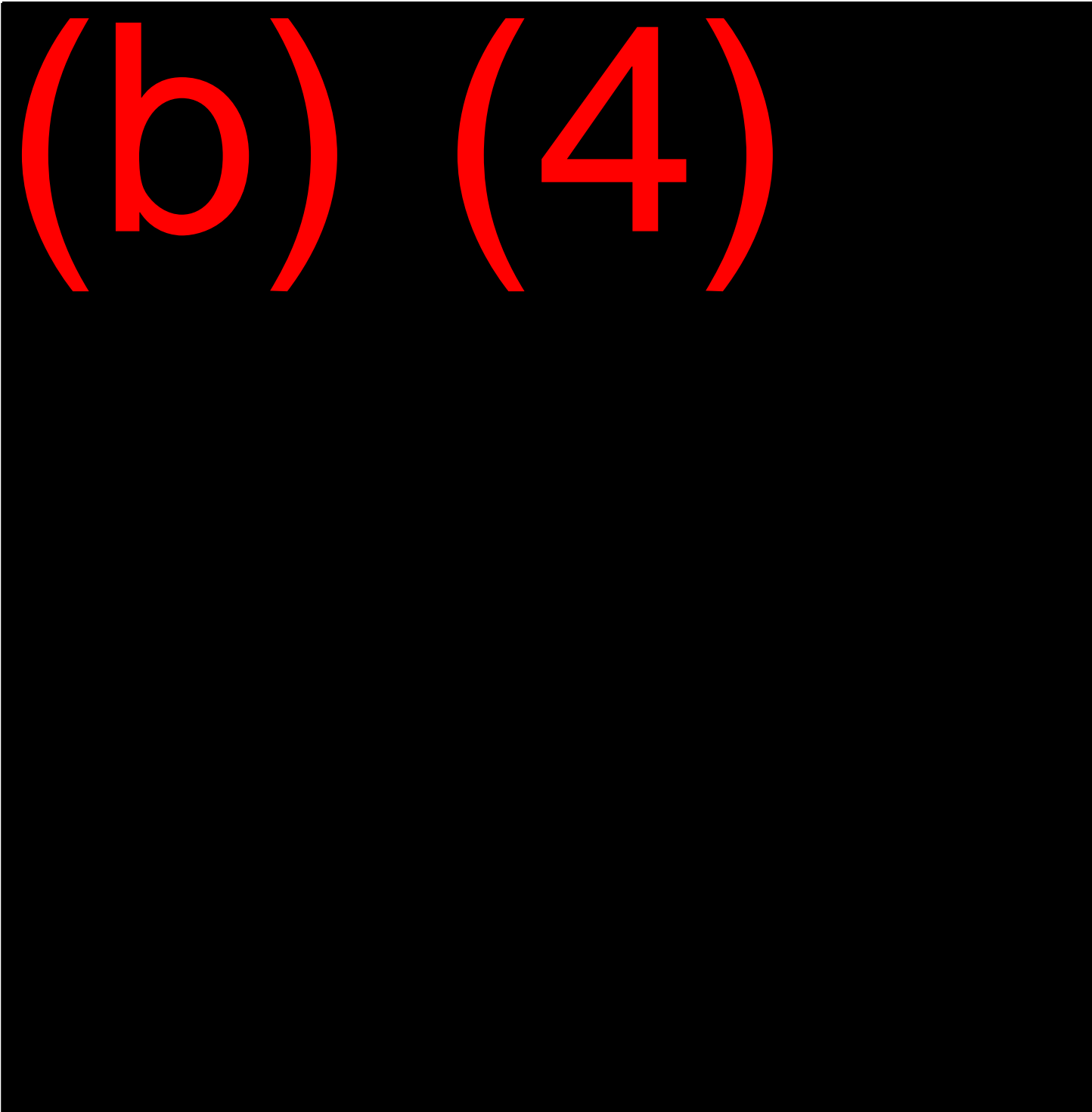
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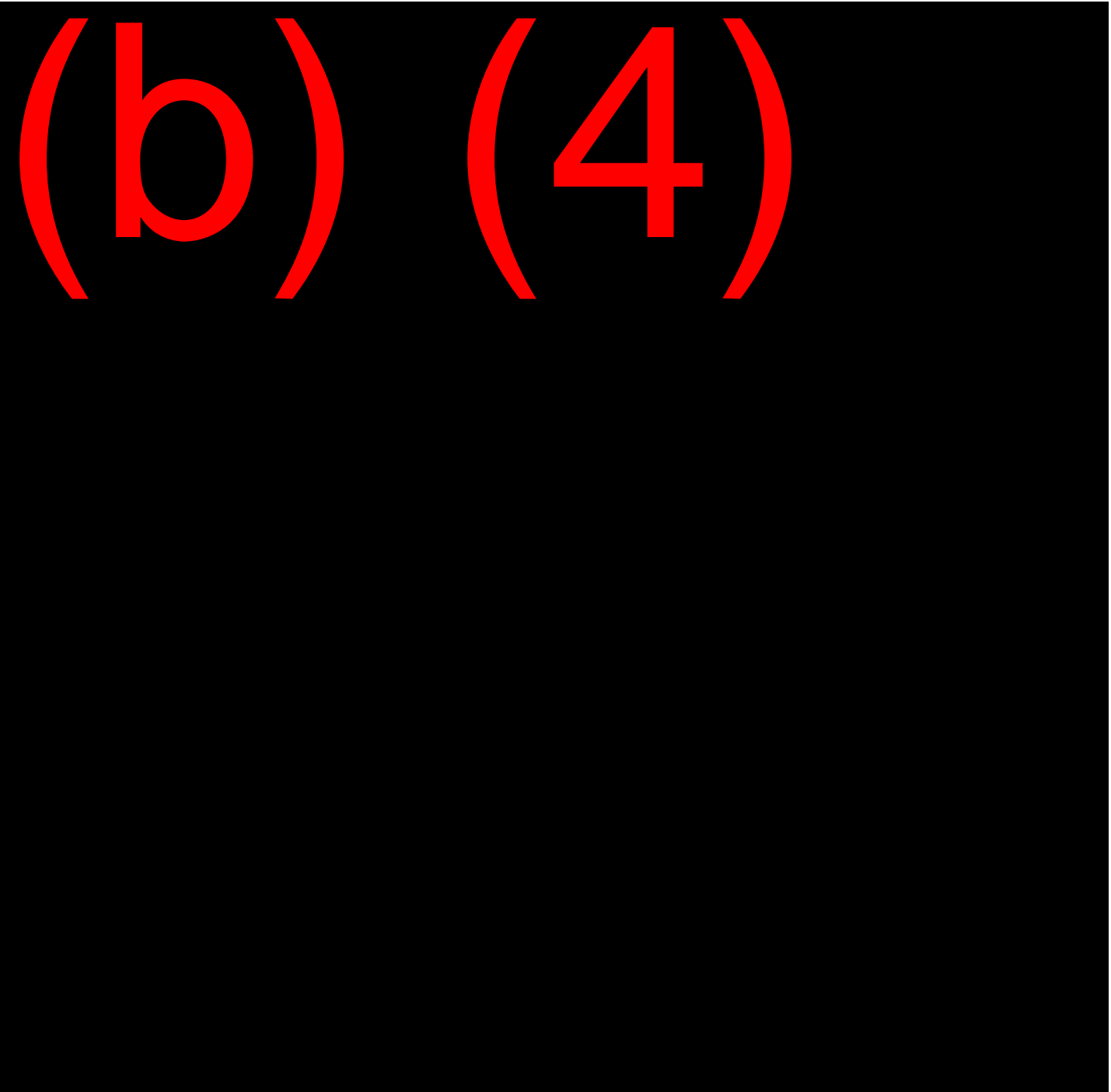
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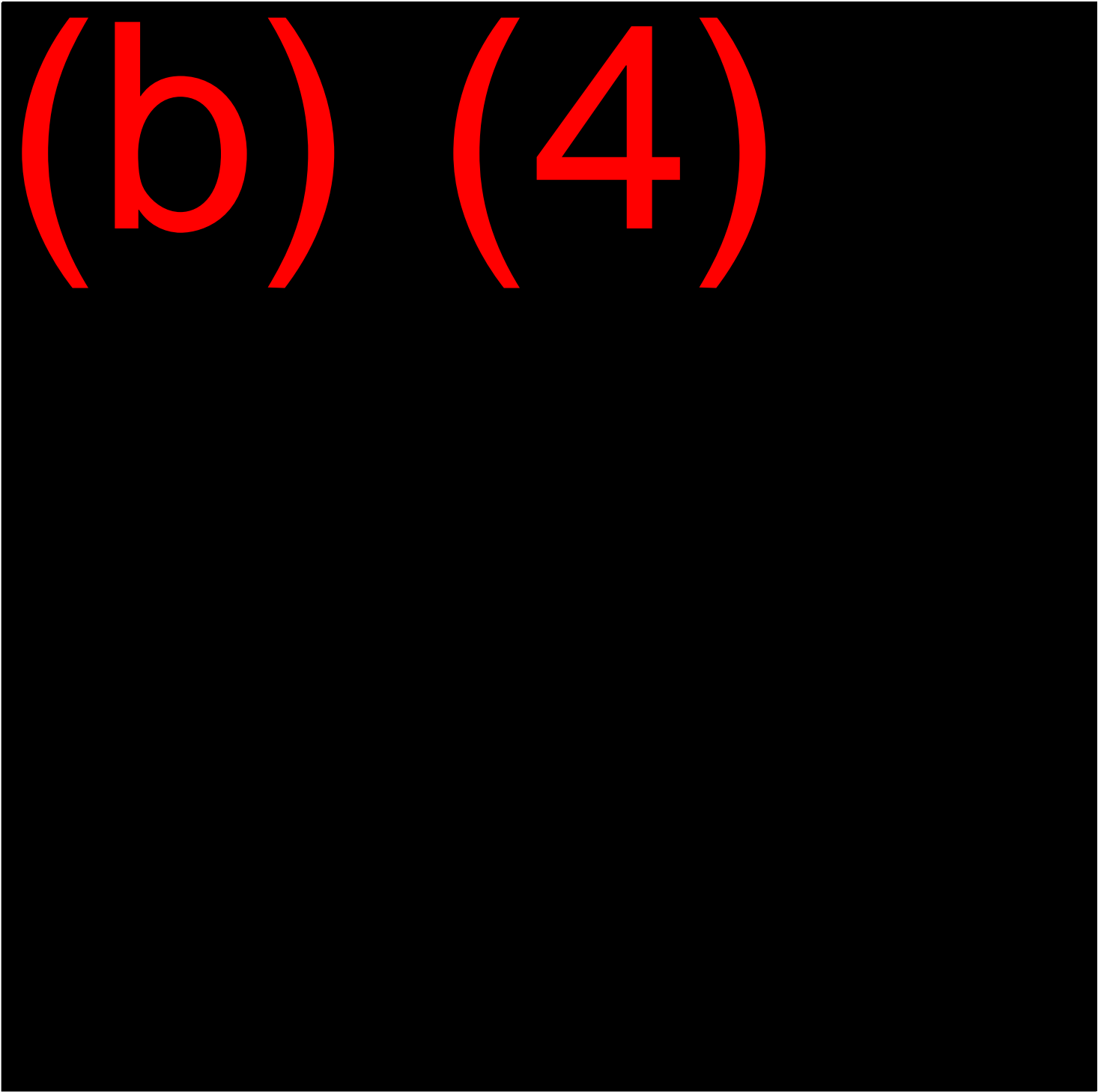
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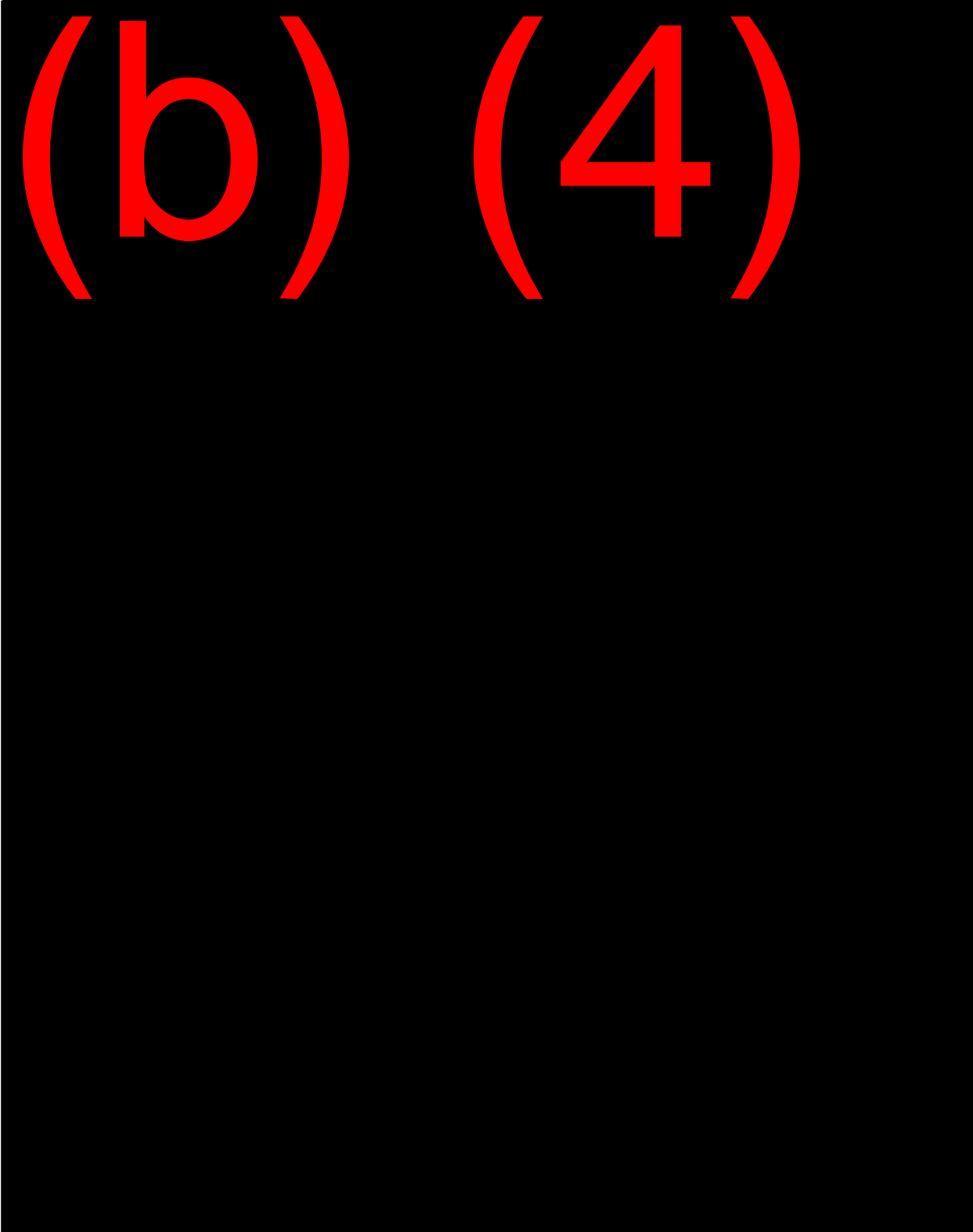
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